

1
2 BILL NO. S-77-08-38

3 SPECIAL ORDINANCE NO. S-190-77

4 AN ORDINANCE approving a contract
5 with Rieth-Riley Construction Co.,
6 Inc. for renovation and repair
of Street Department parking lot.

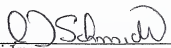
7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
8 OF FORT WAYNE, INDIANA:

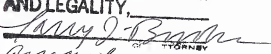
9 SECTION 1. That the undated contract between the
10 City of Fort Wayne, by and through its Mayor and the Board
11 of Public Works, and Rieth-Riley Construction Co., Inc., for:

12 Resolution No. 5763-1977: Renovation
13 and Repair of Street Department Parking
Lot,

14 for a total cost of \$58,495.25, all as more particularly set
15 forth in said contract which is on file in the Office of
16 the Board of Public Works and is by reference incorporated
17 herein, made a part hereof and is hereby in all things ratified,
18 confirmed and approved.

19 SECTION 2. This Ordinance shall be in full force
20 and effect from and after its passage and approval by the Mayor.

21
22 
23 Councilman

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32 APPROVED AS TO FORM
33 AND LEGALITY,
34 
35 Associate Attorney

Read the first time in full and on motion by D. Schmidt, seconded by

Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 8-23-77

Charles W. Westernman
CITY CLERK

Read the third time in full and on motion by D. Schmidt, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>1</u>	
<u>BURNS</u>	<u>✓</u>				
<u>HINGA</u>	<u>✓</u>				
<u>HUNTER</u>	<u>✓</u>				
<u>MOSES</u>				<u>✓</u>	
<u>NUCKOLS</u>	<u>✓</u>				
<u>SCHMIDT, D.</u>	<u>✓</u>				
<u>SCHMIDT, V.</u>	<u>✓</u>				
<u>STIER</u>	<u>✓</u>				
<u>TALARICO</u>	<u>✓</u>				

DATE: 9-13-77

Charles W. Westernman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-190-77 on the 13th day of September, 1977

ATTEST: (SEAL)

Charles W. Westernman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of September, 1977, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westernman
CITY CLERK

Approved and signed by me this 14th day of September, 1977, at the hour of 3:30 o'clock _____ M., E.S.T.

Rachel Clenchong
MAYOR

Bill No. S-77-08-38

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Rieth-Riley Construction Co., Inc. for renovation
and repair of Street Department parking lot

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance DO PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

Winfield C. Moses, Jr.
Donald J. Schmidt
Vivian G. Schmidt
Paul M. Burns
Samuel J. Talarico

DATE 9-13-77 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING _____
RATIFICATION _____

CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____

-----RIETH-RILEY CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Resolution No. 5763-1977: Renovation and Repair of Street Department

Parking Lot.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXX

XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5763-1977 and at the following price per lineal foot

ment Resolution No. 5763-1977 and at the following price per lineal foot

At the following prices:

Building Demolition, Disposal and Clean Up	Three thousand one hundred and fifty dollars and no cents per lump sum	3,150.00
Special Backfill & Compaction	Two thousand two hundred dollars and no cents per lump sum	2,200.00
Common Excavation (includes tree removal)	Six dollars and two cents per cubic yard	6.02

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within 45 working days after Contract is approved by City Council and in all respects completed on or before ~~xxxxxxxxxxxxxx~~ 19xx and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

day of _____, 19____

BY: Walter J. Green
Reliance Insurance Company
ITS:

City of Fort Wayne, By and Through:

APPROVED AS TO FORM AND LEGALITY

ONLY ATTORNEYS

BOARD OF PUBLIC WORKS
920 CITY COUNTY BLDG
FOR: 1. INDIAN

Improvement Resolution

FOR ~~RECONSTRUCTION~~

RENOVATION & REPAIR OF PARKING LOT

No. **5763** - 1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve Street Department Parking Lot with grading, drainage,
stone base, and hot asphaltic concrete surface and site demolition. This site is
located in the 500 block of Wallace Street, in the northeast corner of Clay Street
and Wallace Street. Area is bounded on the north by the first alley north of
Wallace Street and on the east by Lot 182, Lewis Addition, except portion of lot
occupied by City Utilities Credit Union.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing
hereunder will be to the general public of the City of Fort Wayne and that
no special benefits will accrue to any property owner adjoining said improvement
or otherwise assessable under said improvement. The cost of said improvement shall
be paid by the City of Fort Wayne, Indiana.

Adopted, this _____ day of _____

BOARD OF PUBLIC WORKS:

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

GUARANTY BOND

Know All Men by These Presents, That we -----

-----RIETH-RILEY CONSTRUCTION CO., INC.----- Contractors

as principal, and -----

-----RELiance INSURANCE COMPANY ----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY-EIGHT

THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND TWENTY-FIVE CENTS-----

-----(\$58,495.25)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----RIETH-RILEY CONSTRUCTION CO., INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

on Res. No. 5763-77 ----- Street from Renovation and Repair of -----

Street Department Parking Lot -----

-----according to certain plans and specifications, and
for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said -----

RIETH-RILEY CONSTRUCTION CO., INC.-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and, in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 29th day of July, 1977

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

BY: Richard C. Young (SEAL)

Reliance Insurance Company

ITS: Leonard C. Baumann (SEAL)

Leonard C. Baumann
Attorney-of Fact

Approved this ----- day of -----

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----

-----RIETH-RILEY CONSTRUCTION CO., INC.-----

as principal, and -----

-----RELIAANCE INSURANCE COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY-EIGHT

THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND TWENTY-FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$ 58,495.25)-----

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 29th day of July, 1977

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

By: Leonard C. Baumann (SEAL)

Reliance Insurance Company

ITS: Leonard C. Baumann (SEAL)

Leonard C. Baumann

Attorney-of-Fact

(SEAL)

Approved this ----- day of -----

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

July 14, 1977

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Leonard C. Baumann of Goshen, Indiana,

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 10th day of January, 1973

RELIANCE INSURANCE COMPANY



R. Marlink
Vice-President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 10th day of January, 1973, personally appeared R. Marlink

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976



Merile Stollberger

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, W. F. Brunner

, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by the RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed this seal of said Company this 29th day of July, 1977.



W. F. Brunner
Assistant Secretary

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER, 1977.
 in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trade to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	11.40	35¢	55¢			3if
BOILERMAKER	S	11.70	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING)	S	9.85		6¢		7	2if
(HIGHWAY)	S	10.08	45	35		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.30	40	1¢+30		6	
ELEVATOR CONSTRUCTOR	S	10.18	49½	32	8¢	2	
GLAZIER	S	9.53	12		40	4	25¢Ho
IRON WORKER	S	10.75	75	85		1	2if
LABORER (BUILDING)	S-SS						
(HIGHWAY)	US	7.25-7.55	60	45		9	
(SEWER)	S-US	7.15-8.00	60	45		9	
	S-US-SS	7.15-7.95	60	45		8	
LATHER	S	8.20		25		1	2if
MILLWRIGHT & PILEDRIVER	S	10.18		6¢		7	2if
OPERATING ENGINEER (BUILDING)	S-SS						
(HIGHWAY)	US	7.90-11.00	40	55		8	
(SEWER)	S-SS-US	7.96-10.30	40	40		8	
	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6¢misc
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER	S	7.20-9.45					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	10.54	40	35		4	13if
TEAMSTER (BUILDING)	S-SS						
(HIGHWAY)	US	8.68-9.63	23.00pw	28.00pw			
	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file

DATED THIS 28 DAY OF June, 1977

Wayne T. Kepler
 REPRESENTING GOVERNOR, STATE OF INDI
 Henry P. W...
 REPRESENTING THE AWARDED AGENT

Frank M. P...
 REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - RESOLUTION NO. 5763-77, RIETH-RILEY CONSTR.CO., INC., CONTRACTDEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

OR

SYNOPSIS OF ORDINANCE CONTRACT - RESOLUTION NO. 5763-77 - RENOVATION & REPAIR OF STREETDEPARTMENT PARKING LOT - RIETH-RILEY CONSTRUCTION CO., INC., CONTRACTOR, IN THE AMOUNTOF \$58,495.25 ASPHALTING WITH CONCRETE SURFACE PARKING LOT LOCATED IN THE 500 BLOCKOF WALLACE STREET, IN THE NORTHEAST CORNER OF CLAY STREET AND WALLACE STREET.(CONTRACT ATTACHED)PRIOR APPROVAL ACQUIRED JULY 25, 1977EFFECT OF PASSAGE IMPROVING STREET DEPARTMENT PARKING LOTEFFECT OF NON-PASSAGE INABILITY TO GRADE AND ASPHALT PARKING LOTMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$58,495.25 FROM ANTI-RECESSIONARYFUNDSASSIGNED TO COMMITTEE*Burke
Wicks*